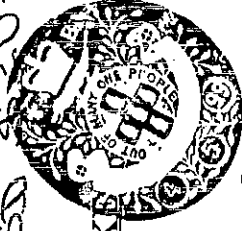


EC 109/11

SD 920-01



AGREEMENT FOR CORRECTION OF MUTUAL MISTAKE

THIS AGREEMENT is made the *23rd* day of *April*, 1999

AMONG:
N.C.B. GROUP LIMITED, a company incorporated under the laws of Jamaica and having its registered office at "The Atrium", 32 Trafalgar Road, Kingston 10 in the Parish of Saint Andrew (hereinafter called "NCB Group");

NATIONAL COMMERCIAL BANK JAMAICA LIMITED, a company incorporated under the laws of Jamaica and having its registered office at "The Atrium", 32 Trafalgar Road, Kingston 10 in the Parish of Saint Andrew (hereinafter called "the Bank");

N.C.B. TRUST and MERCHANT BANK LIMITED, a company incorporated under the laws of Jamaica and having its registered office at "The Atrium", 32 Trafalgar Road, Kingston 10 in the Parish of Saint Andrew (hereinafter called "NCB Trust"); and

FINSAC LIMITED, a company incorporated under the laws of Jamaica and having its registered office at 76 Knutsford Boulevard, Kingston 5 in the Parish of Saint Andrew (hereinafter called "Finsac").

WHEREAS:

- (1) As of the 14th day of April, 1998, the parties entered into a Financial Assistance Agreement (hereinafter called "the Financial Assistance Agreement").
- (2) The Financial Assistance Agreement contains two mutual mistakes, in that, the definition of "the Rehabilitation Plan" in sub-paragraph (f) of paragraph C of Schedule 3 and in sub-paragraph (g) of paragraph D of Schedule 4 incorrectly refers to the Financial Assistance Agreement as dated February 1, 1998.
- (3) The parties wish to rectify those mutual mistakes with immediate effect.

NOW THEREFORE IT IS HEREBY AGREED as follows:


1. With immediate effect, the Financial Assistance Agreement shall be amended by deleting the definition of "Rehabilitation Plan" in sub-paragraph (f) of paragraph C of Schedule 3 and in sub-paragraph (g) of paragraph D of Schedule 4 and replacing same in each case with the following:

"In this sub-paragraph, references to the "Rehabilitation Plan" mean a rehabilitation plan prepared by NCB Group Limited pursuant to that certain Financial Assistance Agreement dated April 14, 1998 and approved by Finsac Limited."

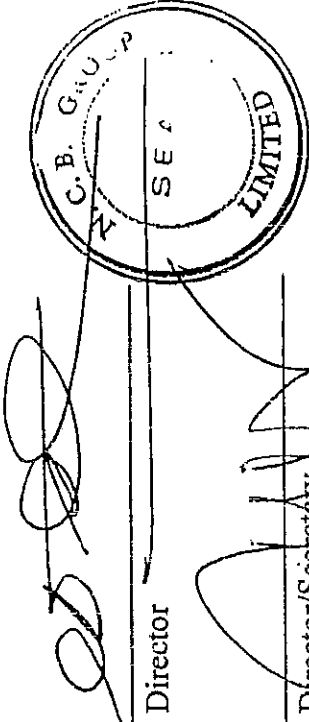
2. All other terms and conditions of the Financial Assistance Agreement shall continue in full force and effect.

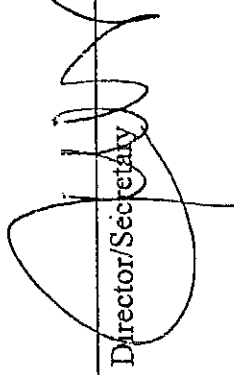
IN WITNESS whereof this Agreement was duly executed and delivered by the parties on the day and year first hereinbefore written.

EXECUTED under the common seal of
N.C.B. GROUP LIMITED and delivered as
 and for its proper act and deed by
 DUNDAR T. MCFARLANE
 Director, and J. A. SHOUCAIR
 Director/Secretary in the presence of:


 WITNESS


JENNIFER D. KELLY
 ATTORNEY-AT-LAW
 "THE ATRIUM"
 32 TRAFALGAR ROAD
 KINGSTON 10, JAMAICA



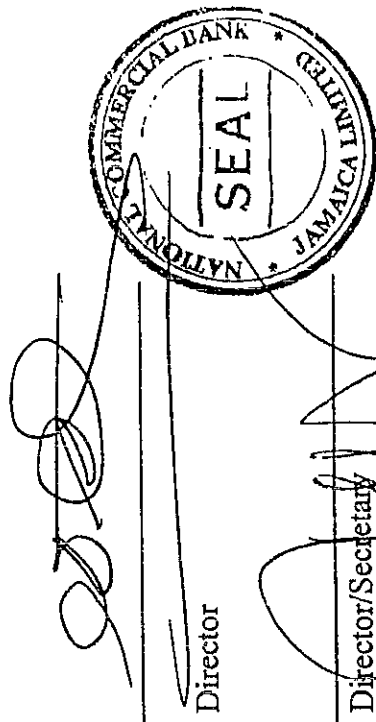

 Director/Secretary

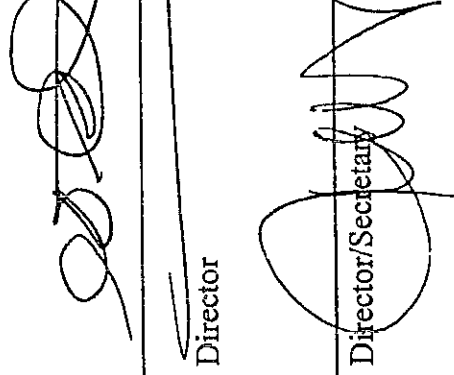
EXECUTED under the common seal of
**NATIONAL COMMERCIAL BANK
 JAMAICA LIMITED** and delivered as and
 for its proper act and deed by DUNBAR T.
 MCFARLANE

Director, and J. A. SHOUCAIR
 Director/Secretary in the presence of:

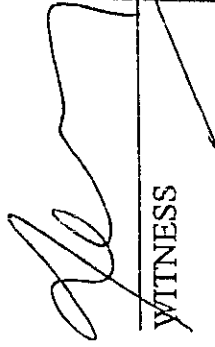

 WITNESS

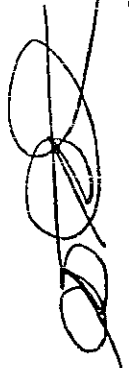
JENNIFER D. KELLY
 ATTORNEY-AT-LAW
 "THE ATRIUM"
 32 TRAFALGAR ROAD
 KINGSTON 10, JAMAICA

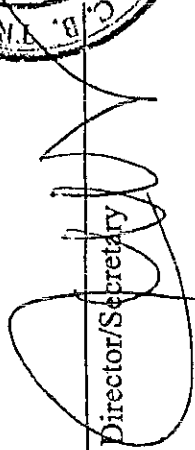



 Director/Secretary

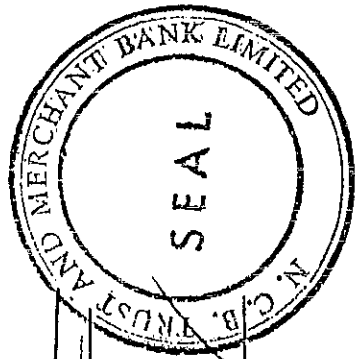
EXECUTED under the common seal of
N.C.B. TRUST and MERCHANT BANK
LIMITED and delivered as and for its proper
act and deed by DUNBAR T. McFARLANE
Director, and J. A. SHOUCAIR
Director/Secretary in the presence of:


WITNESS
JENNIFER D. KELLY
ATTORNEY-AT-LAW
"THE ATRIUM"
32 TRAFALGAR ROAD
KINGSTON 10, JAMAICA




Director



Director/Secretary



EXECUTED under the common seal of
FINSAC LIMITED and delivered as and
for its proper act and deed by
PATRICK HYLTON, Director, and
CECILIA BAKER
Director/Secretary in the presence of:


WITNESS VALERIE ALEXANDER, L.L.B.
Attorney-at Law



Director


Director/Secretary